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Nos. 80-1798 and 80-1808

In the Supreme Court of the United States

OCTOBER TERM, 1980

WOELKE & ROMERO FRAMING, INC., PETITIONER

v.

NATIONAL LABOR RELATIONS BOARD, ET AL.

PACIFIC NORTHWEST CHAPTER OF THE ASSOCIATED BUILDERS & CONTRACTORS, INC., PETITIONER

v.

NATIONAL LABOR RELATIONS BOARD

ON PETITIONS FOR A WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE NINTH CIRCUIT

BRIEF FOR THE NATIONAL LABOR RELATIONS BOARD IN OPPOSITION

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QUESTIONS PRESENTED

1. Whether union signatory subcontracting clauses—*i.e.*, contract clauses barring subcontracting except to contractors who are signatories to agreements with particular unions—that are sought or negotiated in the context of a collective-bargaining relationship are privileged by the construction industry proviso to Section 8(e) of the National Labor Relations Act, where they are not limited in application to particular jobsites at which both union and nonunion workers are employed.

2. Whether a union violates Section 8(b)(4)(A) of the Act by picketing to obtain a union signatory subcontracting clause that is lawful under the construction industry proviso to Section 8(e).

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OCTOBER TERM, 1980

No. 80-1798

WOELKE & ROMERO FRAMING, INC., PETITIONER

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OPINIONS BELOW

The opinion of the en banc court of appeals (W. & R. Pet. App. 1-52) is not yet officially reported.[1] That opinion reviewed two related National Labor Relations Board cases consolidated for hearing and decision in the court of appeals. The decision and order of the Board in *Carpenters Local No. 944 (Woelke & Romero Framing, Inc.)* (W. & R. Pet. App. 71-103), a case in which petitioner in No. 80-1798 was a party, are reported at 239 N.L.R.B. 241. The decision and order of the Board in *International Union of Operating*

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[1]The case was heard and decided by an 11-member en banc panel, in accordance with Pub. L. No. 95-486, Section 6, 92 Stat. 1633, and Rule 25 of the Rules of the Ninth Circuit.

Engineers, Local No. 701 (Pacific Northwest Chapter of the Associated Builders & Contractors, Inc.) (P. Nw. Pet. App. A-147 to A-182), a case in which petitioner in No. 80-1808 was a party, are reported at 239 N.L.R.B. 274.

JURISDICTION

The judgment of the court of appeals was entered on April 17, 1981 (W. & R. Pet. App. 1). The petitions for certiorari in both No. 80-1798 and No. 80-1808 were filed on April 29, 1981. The jurisdiction of this Court is invoked under 28 U.S.C. 1254(1).

STATEMENT[2]

1. a. From July 5, 1974, to June 15, 1977, petitioner Woelke & Romero Framing, Inc. ("Woelke"), a framing subcontractor in the construction industry in southern California, was party to a collective-bargaining agreement with the United Brotherhood of Carpenters and Joiners of America, AFL-CIO ("Carpenters") (W. & R. Pet. App. 4, 76). Shortly before the agreement was to expire, Woelke and Carpenters commenced bargaining for the purpose of negotiating a successor agreement. In August 1977, however, the parties reached an impasse over, *inter alia*, Carpenters' demand for a union signatory subcontracting clause, *i.e.*, a clause that prohibited Woelke from subcontracting work at any construction jobsite "except to a person, firm or corporation, party to an appropriate, current labor agreement with the appropriate union, or subordinate body signatory to this Agreement." (*Id.* at 4-5, 77-78, 79.)[3] In support of this proposal and its other demands, two

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[2]The facts in both *Woelke & Romero* and *Pacific Northwest* were stipulated by the parties (W. & R. Pet. App. 72; P. Nw. Pet. App. A-149 to A-150).

[3]The clause in question provides (*id.* at 5 n.4, 79):

> The Contractor agrees that neither he nor any of his subcontractors on the jobsite will subcontract any work to be done at the site of construction, alteration, painting or repair of a building,

Carpenters' locals picketed Woelke's construction sites, causing work stoppages by other employees at certain of the sites (*id.* at 5, 81). Woelke filed unfair labor practice charges with the Board, asserting, *inter alia*, that the proposed restriction on its subcontracting prerogatives violated the proscription in Section 8(e) of the National Labor Relations Act ("the Act"), 29 U.S.C. 158(e), against secondary agreements, and that, therefore, Carpenters' picketing in support of that restriction violated Section 8(b))(4)(A) of the Act, 29 U.S.C. 158(b)(4)(A) (W. & R. Pet. App. 71, 81-82).

b. From June 1, 1975, through May 31, 1980, the Oregon-Columbia Chapter of the Associated General Contractors of America, Inc. ("AGC"), an association of approximately two hundred construction industry employers in Oregon and southwest Washington, was party to a collective-bargaining agreement with Local 701 of the International Union of Operating Engineers, AFL-CIO ("Engineers") (P. Nw. Pet. App. A-4 to A-5, A-148, A-152 to A-153, A-155). The agreement contained, *inter alia*, a union signatory subcontracting clause, prohibiting AGC from subcontracting construction jobsite work "to any

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structure or other work (including quarries, rock, sand and gravel plants, asphalt plants, ready-mix concrete plants, established on or adjacent to the jobsite to process or supply materials for the convenience of the Contractor for jobsite use) except to a person, firm or corporation, party to an appropriate, current labor agreement with the appropriate Union, or subordinate body signatory to this Agreement.

The parties also reached impasse over the Carpenters' demand to include in the bargaining unit Woelke's foremen, who are supervisors within the meaning of Section 2(11) of the National Labor Relations Act, 29 U.S.C. 152(11) (W. & R. Pet. App. 4 n.3, 77-78). The Board found (*id.* at 98-100) that the Carpenters' picketing in support of this demand violated Section 8(b)(1)(B) of the Act, 29 U.S.C. 158(b)(1)(B), and the court below agreed (W. & R. Pet. App. 4 n.3). The petitions raise no question with respect to this issue.

person, firm or company who does not have an existing labor agreement with the [Engineers] Union covering such work" (*id.* at A-5, A-155 to A-156).[4] In addition, the agreement authorized Engineers to take "such action as they deem necessary"—including strikes and other economic self-help—to enforce awards or resolutions obtained through the grievance and arbitration process on matters covered by the agreement (*id.* at A-5, A-157 to A-170 to A-172). In April 1977, petitioner Pacific Northwest Chapter of the Associated Builders & Contractors, Inc. ("Pacific Northwest"), filed with the Board unfair labor practice charges asserting, *inter alia*, that the AGC/Engineers contract violated the proscription against secondary agreements contained in Section 8(e) of the Act (P. Nw. Pet. App. A-6, A-147 to A-148, A-159).[5]

2. The Board agreed (W. & R. Pet. App. 84-90; P. Nw. Pet. App. A-161 to A-164) with petitioners' contention that the union signatory subcontracting clauses at issue were secondary in thrust and therefore violative of Section 8(e) of the Act, unless saved by the construction industry proviso to that section. The Board, however, rejected (W. & R. Pet. App. 90-98; *Pacific Northwest*, 239 N.L.R.B. 274, 276-277)[6]

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[4]The clause in question provides (*id.* at A-155 to A-156):

> Employers shall not contract any work covered by this Agreement to be done at the site of the construction, alteration, painting, or repair of a building, structure or other work to any person, firm or company who does not have an existing labor agreement with the Union covering such work.

[5]AGC was technically a respondent in the Board proceeding (*id.* at A-148), but it supported the position of the General Counsel and Pacific Northwest, the charging party, that the subcontracting provision violated Section 8(e) of the Act (*id.* at A-159). AGC has filed a brief as amicus curiae in support of Pacific Northwest's petition for a writ of certiorari in No. 80-1808.

[6]The appendix to the petition in No. 80-1808 inadvertently omits a portion of the Board's decision.

the argument that this Court's decision in *Connell Constr. Co.* v. *Plumbers & Steamfitters Local Union No. 100*, 421 U.S. 616 (1975), requires the conclusion that the clauses, although literally covered by the proviso, are nevertheless excluded from its protection because they are not limited in application to particular jobsites at which both union and nonunion workers are employed. Rather, the Board held (W. & R. Pet. App. 97) that the construction industry proviso, as construed in *Connell*, permits subcontracting clauses like those here, where they are sought or negotiated "in the context of a collective bargaining relationship."[7] Finding that the subcontracting clauses here were in fact sought or negotiated in the context of "collective-bargaining relationship[s],"[8] the Board concluded (W. & R. Pet. App. 98; *Pacific Northwest, supra*, 239 N.L.R.B. at 277) that they were protected by the proviso and therefore lawful under Section 8(e) of the Act.

Accordingly, the Board dismissed (W. & R. Pet. App. 98) Woelke's claim that Carpenters' picketing in support of its subcontracting proposal violated Section 8(b)(4)(A) of the Act. However, the Board (Chairman Fanning dissenting) determined (P. Nw. Pet. App. A-165 to A-175) that the subcontracting clause at issue in *Pacific Northwest* lost the protection of the construction industry proviso—and hence

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[7]The Board added (*id.* at 97-98) that, under *Connell*, such clauses are privileged "possibly even without * * * [a collective-bargaining] relationship if the clauses are aimed at avoiding the *Denver Building Trades* problem[.]" *i.e.*, the friction created by having union and nonunion employees working together on the same jobsite. See *NLRB* v. *Denver Bldg. & Constr. Trades Council*, 341 U.S. 675 (1951).

[8]The Board noted (W. & R. Pet. App. 92) that "General Counsel and Woelke concede that [Carpenters] and Woelke have a lawful collective-bargaining relationship and, therefore, do not contend that any collective-bargaining relationship requirement of *Connell* is wanting." Similarly, AGC and Engineers have had a collective-bargaining relationship at least since June 1, 1975 (page 3, *supra*).

violated Section 8(e)—because of the provision in the AGC/Engineers contract permitting the union to resort to economic action if signatory employers failed to comply with grievance arbitration decisions on any matter covered by the contract, including the subcontracting restriction.[9] Therefore, the Board ordered (P. Nw. Pet. App. A-177 to A-180) AGC and Engineers to cease and desist from maintaining the unlawful provision and to post appropriate notices.[10]

3. An 11-member en banc panel of the court of appeals (page 1, note 1, *supra*), by a 7-4 vote, upheld the Board's conclusion that union signatory subcontracting clauses like those at issue here are privileged by the construction industry proviso to Section 8(e) where they are "arrived at in the context of collective bargaining relationships" (W. & R. Pet. App. 38). Rejecting petitioners' contention that such clauses are violative of Section 8(e) unless restricted in application to particular jobsites and particular times at which the contracting employers have union members present, the court found (W. & R. Pet. App. 26-37) that the legitimate purpose of subcontracting clauses was not only to avoid jobsite "friction" between union and nonunion workers, but also to protect contract standards that might

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[9]A subcontracting agreement loses the protection of the construction industry proviso if it contains terms that sanction strikes or other self-help measures in the event subcontracting in violation of the agreement occurs, because carrying out such measures would violate Section 8(b)(4)(B) of the Act, 29 U.S.C. 158(b)(4)(B). See *Bricklayers & Stone Masons Union, Local No. 2* v. *NLRB*, 562 F. 2d 775, 787-788 (D.C. Cir. 1977).

[10]The court below enforced (*id.* at A-66 to A-70) the Board's order in this respect, and the petitions raise no question with respect to that issue here.

otherwise be jeopardized because of the unique and transitory nature of the employment relationship in the construction industry.[11]

ARGUMENT

1. The holding of the en banc panel of the court of appeals in this case—that the construction industry proviso to Section 8(e) of the National Labor Relations Act privileges union signatory subcontracting clauses that are sought or negotiated in the context of a collective bargaining relationship even though they are not restricted in application to particular jobsites and particular times at which the contracting parties have union members present—is in accord with that of the District of Columbia Circuit in *Donald Schriver, Inc.* v. *NLRB*, 635 F. 2d 859 (1980), cert. denied, No. 80-1257 (May 4, 1981). The same considerations that warranted denial of the petition for certiorari in *Schriver* call for denial of the present petitions.

As shown in the Board's Brief in Opposition in *Schriver* (pages 18-20),[12] the language of the construction industry proviso to Section 8(e) contains no limitation such as that suggested by petitioners, but, instead, broadly authorizes agreements in the construction industry "relating to the contracting or subcontracting of work to be done at the site of construction." Moreover, the 1959 Congress, which enacted the construction industry proviso and other relevant amendments to the Act, intended to preserve the pattern of collective bargaining in the construction industry as it existed prior to 1959; and agreements such as those involved here were part of that pattern (see also W. & R. Pet. App. 17-21).

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[11]The dissenting judges (W. & R. Pet. App. 44-52) adhered to the view of the original three-judge panel (609 F. 2d 1341 (1979)) that the purpose of the proviso was only to avoid jobsite "friction" between union and nonunion workers.

[12]A copy of that brief has been served upon counsel for the parties in the present cases.

Petitioners' contention that subcontracting clauses nevertheless enjoy proviso protection only when they are limited to particular jobsites and particular times at which union members are present—a position adopted by the dissenting judges below—is based on the premise that the proviso authorizes only those clauses narrowly tailored to avoid the *Denver Building Trades* problem (see page 5, note 7, *supra*), that is, the "friction" that may arise when union and nonunion workers work "shoulder-to-shoulder." (See W. & R. Pet. App. 22, 47-49). As the court below recognized (*id.* at 26-27), however, the union members' interest in their employer's subcontracting practices goes well beyond this narrow concern:

> [T]he outstanding peculiarity of the construction industry is that the work force of any given employer—contractor or subcontractor—is highly flexible and grows or diminishes or even disappears depending on the temporary contracting or subcontracting arrangements at any particular jobsite. * * * The employer has an option on any given project to use some of his own workers, to subcontract to an employer who will use those same workers, or to subcontract to one who will use others represented by the same union, a different union, or no union. Under those conditions the employees and their unions are faced with severe problems not only of maintaining wage levels, but [also] of protecting benefits such as retirement pensions and paid vacations that depend upon continuity of employer contributions.

Accordingly, the workers have a substantial interest in assuring that their collective-bargaining agreement is respected by their employer, wherever he works, and "whether he does the work himself or subcontracts it out." *Donald Schriver, Inc.* v. *NLRB, supra*, 635 F. 2d at 881.

Moreover, as the court below correctly noted (W. & R. Pet. App. 37), limiting subcontracting agreements to sites and times where "shoulder-to-shoulder conflict" may arise would create "immense practical problems." Jobsite-by-jobsite negotiation of collective-bargaining contracts would be "burdensome to the point of impossibility" and would "run counter to Congress's accommodation in § 8(f) to the necessity in the industry of entering long term agreements applying to employees not yet hired for jobs not yet in existence" (*id.* at 38; citation omitted). Nor would the burden be lessened appreciably by the suggestion of the dissenting judges below (*id.* at 49) that subcontracting agreements could be negotiated wholesale and triggered only when union workers appear on the job. Unions would still be forced to police every jobsite of their contracting employers in order to "determine whether any union worker has been working on the jobsite at any time, or perhaps at any time when that worker's presence might lead to jobsite friction" (*id.* at 38 n.38).[13]

Contrary to petitioners' contention (W. & R. Pet. 11-17; P. Nw. Pet. 18-23), the conclusion that the construction industry proviso to Section 8(e) privileges subcontracting agreements that are not limited to avoiding jobsite friction resulting from union and nonunion members working side-by-side is not inconsistent with this Court's decision in *Connell Constr. Co.* v. *Plumbers & Steamfitters Local Union No. 100*, 421 U.S. 616 (1975). There, the Court, in order to insure that secondary subcontracting clauses could

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[13]Contrary to the suggestion of the Associated General Contractors of America, Inc., as amicus curiae (AGC Br. 3-4), agreements such as those at issue here have long been in use in the construction industry (W. & R. Pet. App. 20-21) and have been upheld consistently and repeatedly by the Board and the courts of appeals (*id.* at 19-20, 23 n.25). Accordingly, there is no basis for AGC's assertion (AGC Br. 2-8) that the decision below will create "[s]ubstantial dislocations in the construction industry" and suddenly give rise to a flood of antitrust litigation.

not be used as an unlimited means for "top-down" organizing, construed the construction industry proviso exemption as applicable "only to agreements in the context of collective-bargaining relationships and, in light of congressional references to the *Denver Building Trades* problem, possibly to common-situs relationships on particular jobsites as well" (421 U.S. at 633). The plain meaning of this language is that "the construction industry proviso to Section 8(e) permits subcontracting clauses such as those here in the context of a collective-bargaining relationship, and possibly even without such a relationship if the clauses are aimed at avoiding the *Denver Building Trades* problem" (W. & R. Pet. App. 97-98).

Moreover, the evil that the Court sought to avoid in *Connell* is not present where subcontracting clauses are sought or negotiated in the context of a collective-bargaining relationship. As the court below explained (W. & R. Pet. App. 35-36):

> Because the union in *Connell* disclaimed any interest in organizing or representing Connell's employees, its picketing was not limited to the 30 days established for organizational picketing under § 8(b)(7). It could therefore picket indefinitely to obtain its objective of a subcontracting agreement covering all subcontracting by Connell. * * *
>
> The situation is quite different when a union seeks a subcontractor clause in the context of a collective-bargaining relationship. In that situation, the union's coercive force is limited. If the clause is sought in the course of organizational or recognitional picketing, that picketing will be subject to the restrictions of § 8(b)(7). If the union already represents the contractor's employees, the employer may resist any attempts

to secure a subcontractor agreement by asserting its own bargaining position and presenting its own demands. * * *

2. Petitioners seek (W. & R. Pet. i, 21-25; P. Nw. Pet. 2-3) to raise a second issue as well: whether, even if the subcontracting clauses here were valid under the construction industry proviso to Section 8(e), Section 8(b)(4)(A) of the Act would prohibit picketing to secure such lawful subcontracting clauses. However, that issue, which is presented only on the facts of *Woelke & Romero,*[14] was not raised before the Board, either by the General Counsel or by Woelke, the charging party in that case (W. & R. Pet. App. 81-82).[15] Accordingly, Section 10(e) of the Act, 29 U.S.C. 160(e), precludes consideration of it on review. See, *e.g., Detroit Edison Co.* v. *NLRB*, 440 U.S. 301, 311-312 n.10 (1979). The issue was, however, raised by Woelke in the court of appeals and considered and rejected by the court (W. & R. Pet. App. 7, 40-41). We therefore address it.

The conclusion of the court below that picketing to secure a subcontracting clause valid under the construction industry proviso to Section 8(e) is not violative of Section 8(b)(4)(A) is correct and is in accord with the view of every other court of appeals which has considered that question.[16] Review of the question by this Court is therefore unwarranted.

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[14]There is no claim that the Engineers in *Pacific Northwest* picketed to *secure* the subcontracting clause contained in their collective-bargaining agreement with AGC.

[15]In their briefs to the Board, the General Counsel (Br. 11-19) and Woelke (Br. 12-14 & n.12) simply argued that the scope of the subcontracting clause at issue rendered it unlawful under Section 8(e) and that, for that reason alone, Carpenters' picketing violated Section 8(b)(4)(A) of the Act.

[16]*Essex County and Vicinity Dist. Council of Carpenters* v. *NLRB*, 332 F. 2d 636 (3d Cir. 1964); *Orange Belt Dist. Council of Painters No. 48* v. *NLRB*, 328 F. 2d 534 (D.C. Cir. 1964); *Bldg. and Constr. Trades*

The express terms of Section 8(b)(4)(A) prohibit coercing any person "to enter into any agreement which is prohibited by section 8(e)." As the court below observed (W. & R. Pet. App. 40-41), the negative implication of this language is that it is lawful to picket to secure an agreement which, by virtue of the construction industry proviso, is *not* "prohibited by [S]ection 8(e)." And because the broad language of the construction industry proviso itself in no way limits its protections to agreements "voluntarily" achieved, there is simply no basis in the language of the Act for petitioners' contention respecting picketing to secure subcontracting clauses.

In an effort to avoid the effect of the "plain words" (W. & R. Pet. App. 41) of the statute, petitioner Woelke (W. & R. Pet. 21-22, 24) and the United States Chamber of Commerce as amicus curiae (Chamber Br. 4, 9-12) rely on the legislative history of Section 8(e). They contend that Congress, in enacting Sections 8(e) and 8(b)(4)(A) in 1959, intended merely to "tak[e] a photograph of the law [of secondary boycotts] as it then existed, [and] simply preserved to labor organizations in the construction industry the same rights which they enjoyed under *Sand Door* [*Local 1976, Carpenters' Union* v. *NLRB*, 357 U.S. 93 (1958)] and prior court and Board decisions preceding the enactment of Section 8(e)" (Chamber Br. 10-11). See, *e.g.*, 105 Cong. Rec.

Council v. *NLRB*, 328 F. 2d 540 (D.C. Cir. 1964); *Constr. Prod. & Maintenance Laborers Union, Local 383* v. *NLRB (Colson & Stevens Constr. Co.)*, 323 F. 2d 422 (9th Cir. 1963). After Congress added Sections 8(e) and 8(b)(4)(A) to the Act in 1959, the Board briefly adopted the contrary view, see *Constr., Prod. & Maintenance Laborers Local 383 (Colson & Stevens Constr. Co.)*, 137 N.L.R.B. 1650 (1962), enforcement denied in relevant part, 323 F. 2d 422 (9th Cir. 1963). However, it abandoned the *Colson & Stevens* rule two years later, after the rule had been uniformly rejected by the courts of appeals. See *Northeastern Indiana Bldg. and Constr. Trades Council (Centlivre Village Apartments)*, 148 N.L.R.B. 854 (1964).

17900 (1959) (remarks of Sen. Kennedy). However, under the then existing law, strike pressure to obtain an agreement that would prohibit subcontracting to unspecified nonunion firms *in futuro* had not been held unlawful.

Thus, prior to the 1959 amendments, it was not unlawful for an employer and a union voluntarily to enter into an agreement whereby the employer agreed not to do business with nonunion firms, but it was a violation of Section 8(b)(4)(A) of the 1947 Act, 29 U.S.C. (1958 ed.) 158(b)(4)(A) (which is similar to Section 8(b)(4)(B) of the present Act), for a union to use strike pressure to force an employer who had breached the agreement to terminate its ongoing business relations with a particular nonunion firm.[17] There remained, however, a separate question: whether it was a violation of Section 8(b)(4)(A) for a union to strike or picket an employer for an agreement to boycott nonunion firms in advance of the employer's having established business relations with any particular firm. This question was not resolved prior to the 1959 amendments.[18]

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[17]See *Local 1976, Carpenters' Union* v. *NLRB (Sand Door), supra; NLRB* v. *Denver Bldg. & Constr. Trades Council*, 341 U.S. 675 (1951).

[18]The cases cited by Woelke (W. & R. Pet. 24) and the Chamber (Br. 9-10) are not to the contrary. In *Local 47, Teamsters Union (Texas Industries, Inc.)*, 112 N.L.R.B. 923 (1955), enforced, 234 F. 2d 296 (5th Cir. 1956), the Board, although finding that the union violated Section 8(b)(4)(A) by picketing the general contractors (Bateson and McCann) for a contract clause that required subcontractors to abide by the union agreement, found that the clause was aimed at two particular subcontractors whom the general contractors had engaged (112 N.L.R.B. at 924). The Board added: "Whether the Union's picketing also violated 8(b)(4)(A) insofar as it sought to regulate future dealings by Bateson and McCann with such subcontractors (not as yet identified) as might refuse to meet the Union's wage standards, is a question which we need not and do not decide" (*id.* at 925 n.2). Similarly, in *Bangor Bldg. Trades Council*, 123 N.L.R.B. 484 (1959), enforced, 278 F. 2d 287 (1st Cir. 1960), which involved picketing to enforce a subcontracting agreement which the general contractor had breached by engaging a nonunion subcontractor, the picketing was aimed at terminating business

In the 1959 amendments, Congress resolved this question by adding a new Section 8(b)(4)(A) provision (the former provision was retained, in amended form, as Section 8(b)(4)(B)), which, as noted above, makes it an unfair labor practice for a union to force or require an employer "to enter into any agreement which is prohibited by section 8(e)." Labor-Management Reporting and Disclosure Act of 1959, Pub. L. No. 86-257, Section 704(a), 73 Stat. 542-543. The Board's conclusion that the new Section 8(b)(4)(A) does not proscribe economic pressure to obtain subcontracting agreements that are authorized by the construction industry proviso to Section 8(e), but that Section 8(b)(4)(B) prohibits economic pressure to enforce such agreements by disrupting the offending contractor's ongoing business relations with particular third parties (see page 6, note 9, *supra*) is therefore consistent with Congress' intention (page 12, *supra*) to leave labor organizations in the construction industry with the same rights that they enjoyed prior to the 1959 amendments.

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relations with a particular person (123 N.L.R.B. at 488-489). And, in *Bricklayers Union (Selby-Battersby & Co.)*, 125 N.L.R.B. 1179 (1959), the Board found that the immediate object of the union's strike in support of its demand for a clause that essentially barred subcontracting to nonunion firms was to force Selby to cease doing business with particular employers—"a well-defined, identifiable group" of firms with which "Selby had been enjoying a regular and continuing business relationship" (*id.* at 1182).

CONCLUSION

The petitions for a writ of certiorari should be denied.

Respectfully submitted.

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